

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**  
Richmond Division

IN RE:  
ALONZO LEE BONNER, SR.  
SHIRLEY HARRIS BONNER  
Debtors

Case No. 16-35775-KLP

Chapter 13

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WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A  
CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS  
TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION  
TRUST

Movant

v.  
ALONZO LEE BONNER, SR.  
SHIRLEY HARRIS BONNER  
Debtors/Respondents  
and  
SUZANNE E. WADE  
Trustee/Respondent

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**MOTION FOR RELIEF FROM AUTOMATIC STAY**

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay, with respect to certain real property of the Debtors having an address of 208 Holly Hill Drive, Petersburg, VA 23805 (the “Property”), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 & 157.
2. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtors on November 23, 2016.
3. A Chapter 13 Plan was confirmed on March 23, 2018.
4. The Debtors have executed and delivered or are otherwise obligated with respect to that certain promissory note in the original principal amount of \$67,500.00 (the “Note”). A copy of the Note is attached hereto. Movant is an entity entitled to enforce the Note.

5. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Debtors under and with respect to the Note and the Deed of Trust are secured by the Property. The lien created by the Deed of Trust was perfected by recording of the Deed of Trust in the office of the Clerk of the Circuit Court of Petersburg City, Virginia. A copy of the recorded Deed of Trust is attached hereto.

6. Effective on or about April 1, 2012, the terms of the note and Deed of Trust were modified by a written agreement (the "Loan Modification Agreement"). A copy of the Loan Modification Agreement is attached hereto.

7. The legal description of the Property is:

**ALL THAT PARCEL OF LAND IN PETERSBURG CITY, STATE OF VIRGINIA, AS MORE FULLY DESCRIBED IN DEED INST # 010001321, ID# [REDACTED] BEING KNOWN AND DESIGNATED AS LOT 1, BLOCK D, OAKHURST, FILED IN PLAT BOOK 10, PAGE 165.**

**BY FEE SIMPLE DEED FROM ESSA M. DYER, UNMARRIED WOMAN AS SET FORTH IN INST # 010001321 DATED 04/12/2001 AND RECORDED 04/16/2001, PETERSBURG CITY COUNTY RECORDS, COMMONWEALTH OF VIRGINIA.**

8. As of October 18, 2019, the outstanding amount of the Obligations due to the Movant, less any partial payments or suspense balance is:

Unpaid Principal Balance	\$45,312.01
Unpaid, Accrued Interest	\$1,092.10
Uncollected Late Charges	\$943.67
Mortgage Insurance Premiums	\$0.00
Taxes and Insurance Payments on behalf of Debtors	\$99.92
Other Fees	\$3,098.00
Other Costs	\$0.00
Less: Partial Payments	\$0.00
Minimum Outstanding Obligations	\$50,545.70

9. The following chart sets forth the number and amount of postpetition payments due pursuant to the terms of the Note that have been missed by the Debtor as of October 18, 2019:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
2	09/01/2019	10/01/2019	\$552.08	\$1,104.16
	Less postpetition partial payments (suspense balance):			\$-56.05

**Total Postpetition Payments: \$1,048.11**

10. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$850.00 in legal fees and \$181.00 in costs.

11. The estimated value of the Property is \$94,700.00. The basis for such valuation is Debtors` Schedules.

12. Cause exists for relief from the automatic stay for the following reasons:

- a. Movant's interest in the Property is not adequately protected.
- b. Post-petition payments required by the confirmed plan have not been made to Movant.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Deed of Trust, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

3. For such other relief as the Court deems proper.

Respectfully Submitted,

Dated: October 21, 2019

/s/ Andrew Todd Rich  
Andrew Todd Rich VSB# 74296  
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*Attorney for the Movant*

**CERTIFICATE OF SERVICE**

I certify that on this 21st day of October, 2019, the following person(s) were or will be served with a copy of the foregoing Motion for Relief from Automatic Stay electronically via the CM/ECF system or by first class mail, postage prepaid:

Suzanne E. Wade, Trustee  
7202 Glen Forest Drive  
Ste. 202  
Richmond, VA 23226

James E. Kane, Esq.  
1313 East Cary Street, P.O. Box 508  
Richmond, VA 23218

Alonzo Lee Bonner, Sr.  
208 Holly Hill Drive  
Petersburg, VA 23805

Shirley Harris Bonner  
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/s/ Andrew Todd Rich

Andrew Todd Rich  
Attorney  
BWW Law Group, LLC